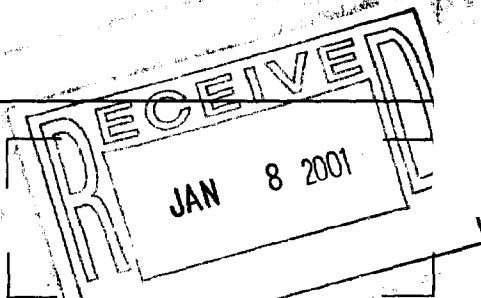


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

1/8/01



01-24-2001



101592220

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

12 19 00

Name

Formerly

- ☐ Individual ☐ General Partnership ☒ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☐ Association
- ☒ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☐ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/23/2001 GTON11 00000161 76135897

40.00 OP
875.00 OP

01 FC:481
02 FC:482

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002220 FRAME: 0623

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

76135897	75277483	75277340
75277335	75627283	75281358
75277366	75277350	75281361

2297704	2243432	2286036
1918212	2199595	2327077
2314790	2282998	2143348

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Patricia Paquet

Name of Person Signing

Signature

1/4/01
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Name Texas Taco Cabana, L.P.

Execution Date
Month Day Year

12 19 00

Formerly

☐ Individual ☐ General Partnership ☒ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Texas

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name The Chase Manhattan Bank

DBA/AKA/TA

Composed of

Address (line 1) 712 Main Street

Address (line 2)

Address (line 3) Houston

City

Texas

State/Country

77002

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other Banking Corporation

☒ Citizenship/State of Incorporation/Organization New York

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

75281370

76135889

76119681

76119679

75687231

76119743

75499881

Registration Number(s)

1797339

1788181

1812506

2382720

1824710

1440911

1581970

1375263

1726537

1978002

1978245

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 19, 2000 is by and between TEXAS TACO CABANA, L.P. (the "Debtor"), a Texas limited partnership, and THE CHASE MANHATTAN BANK, as agent for the Lenders (as defined in the Loan Agreement defined below) (in such capacity, together with its successors in such capacity, the "Agent").

WHEREAS, Carrols Corporation, a Delaware corporation, Agent and certain financial institutions a party thereto from time to time have entered into that certain Loan Agreement dated concurrently herewith (as the same may be amended, restated, modified, supplemented and in effect from time to time, the "Loan Agreement");

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement dated concurrently herewith (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Loan Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in that certain Guaranty (the "Guaranty") dated 12-19-00 executed by Debtor to Secured Party); provided, however, to the extent that in a legal proceeding brought within the applicable limitations period it is determined by the final, non-appealable order of a court having jurisdiction over the issue and the applicable parties that Debtor received less than a reasonably equivalent value in exchange for Debtor's incurrence of its obligations under the Guaranty, the reference in this Section 1 to Debt shall be deemed to be to the Guaranteed Debt (as defined in the Guaranty):

(a) (x) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, described in Schedule 1 attached hereto, and all prints and labels on which said trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications, if any, in connection therewith including, without limitation, registrations, recordings and applications, if any, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or

any political subdivision thereof, and (y) all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the items listed in the preceding clauses (x) and (y) is herein called a "Trademark"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark.

2. Termination. Subject to the automatic reinstatement provisions set forth below, upon full satisfaction of the Debt (as defined in the Guaranty), complete performance of all of the obligations of the Obligors under the Loan Documents and final termination of each Lender's obligations, if any, to make any further advances under any Note or to provide any other financial accommodations to any Obligor under the Loan Documents, all rights under this Agreement shall terminate and the Trademark Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Debtor such security interest shall be released by Agent in due form and at Debtor's cost. Debtor agrees that, if at any time all or any part of any payment previously applied by Agent or any Lender to the Debt is or must be returned by Agent or any Lender--or recovered from Agent or any Lender--for any reason (including the order of any bankruptcy court), this Agreement shall automatically be reinstated to the same effect, as if the prior application had not been made, and, in addition, Debtor hereby agrees to indemnify Agent and Lenders against, and to save and hold Agent and Lenders harmless from any required return by Agent or any Lender--or recovery from Agent or any Lender--of any such payments because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

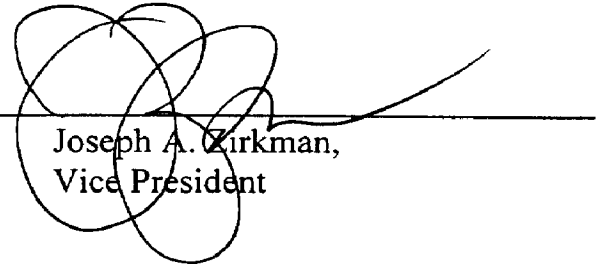
3. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Loan Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Loan Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO NEW YORK'S PRINCIPLES OF CONFLICTS OF LAW) AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall

constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

TEXAS TACO CABANA, L.P.,
as Debtor

By: Taco Cabana Management, Inc.,
General Partner

By: 
Joseph A. Zirkman,
Vice President

THE CHASE MANHATTAN BANK,
as Agent

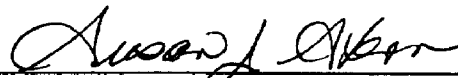
By: Kara Nordstrom
Name: KARA J. NORDSTROM
Title: VICE PRESIDENT

Attachment:

Schedule 1 - Trademarks

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 19, 2000, by Joseph A. Zirkman, Vice President of Taco Cabana Management, Inc., General Partner of Texas Taco Cabana, L.P., a Texas limited partnership, on behalf of said limited partnership.



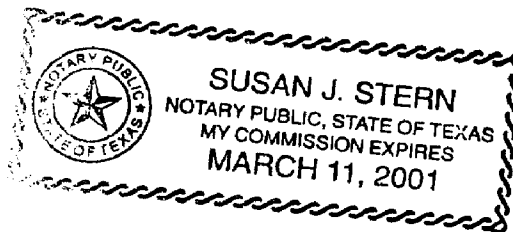
Notary Public in and for the

State of TEXAS

Printed Name: _____

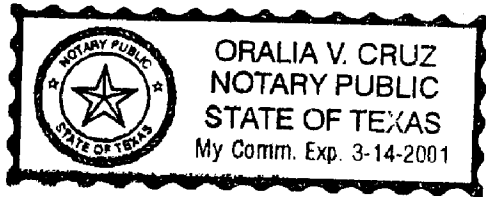
My Commission Expires: _____

[SEAL]



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on December 20, 2000, by KARA J. NORDSTROM
Vice President of THE CHASE MANHATTAN BANK, a New York banking
corporation, on behalf of said banking corporation.



[SEAL]

Oralia V. Cruz
Notary Public in and for the
State of TEXAS
Printed Name: _____

My Commission Expires:

SCHEDULE I

TEXAS TACO CABANA, L.P.

Mark	App. No./ Date	Reg. No./ Date	Goods/Services
ADIOS, HUNGER (Stylized)	75/499,917 06/10/98	2,297,704 12/07/99	Restaurant services
BORRACHO BURGER	74/467,556 12/09/93	1,918,212 09/12/95	Hamburger sandwiches
CABANA BOWL	76/135,897 09/26/00		Prepared food for consumption on or off the premises, namely, a taco shell filled primarily with meat, rice and beans
CABANA COMBOS	75/687,543 04/20/99	2,314,790 02/01/00	Prepared meals consisting primarily of fajitas or tacos and a drink for consumption on or off premises
CABANA KIDS	75/277,335 04/18/97		Wearing apparel, namely, T-shirts and visors
CABANA KIDS	75/277,352 04/18/97	2,243,432 05/04/99	Toys, namely, action figures, yo-yos, flying discs for throwing; sporting goods, namely, soft baseballs, beach balls and rubber action balls that glow in the dark

Mark	App. No./ Date	Reg. No./ Date	Goods/Services
CABANA KIDS	75/277,366 04/18/97		Posters, pencils, crayons, coloring books, removable paper tatoos, stickers and playing cards
CABANA KIDS	75/277,483 04/18/97		Cups, drinking glasses, thermal insulated containers for beverages, thermal insulated wraps for cans to kee their contents cold or hot, portable coolers, portable ice chests for food and beverages and sports bottles sold empty
CABANA KIDS	75/311,747 06/19/97	2,199,595 10/27/98	Children's prepared meals consisting primarily of meat tacos or quesadillas and prepared and sold in fast-food restaurants specializing in Mexican fare
CABANARITA	75/627,283 01/26/99		Prepared alcoholic beverage, namely, a prepared alcoholic cocktail
CHILI KID	75/277,350 04/18/97		Wearing apparel, namely, T-shirts and visors
CHILI MAN	75/277,340 04/18/97		Wearing apparel, namely, T-shirts and visors

Mark	App. No./ Date	Reg. No./ Date	Goods/Services
COMO SE DICE "GOOD DEAL?"	75/499,880 06/10/98	2,282,998 10/05/99	Restaurant services
DESIGN ONLY (Animated pepper w/sunglasses)	75/281,358 04/24/97		Posters, pencils, crayons, coloring books, temporary paper tattoos, stickers, and playing cards
DESIGN ONLY (Animated pepper w/sunglasses)	75/281,359 04/24/97	2,286,036 10/12/99	Toys, namely, action figures, yo-yos, flying disks for throwing
DESIGN ONLY (Animated pepper w/sunglasses)	75/281,361 04/24/97		Cups, drinking glasses, thermal insulated containers for beverages, thermal insulated wraps for cans to keep their contents cold or hot, portable coolers, portable ice chests for food and beverages and sports bottles sold empty
DESIGN ONLY (Animated pepper w/sunglasses)	75/281,363 04/24/97	2,327,077 03/07/00	Restaurant services
DESIGN ONLY (Animated pepper w/sunglasses)	75/281,370 04/24/97		Wearing apparel, namely, T-shirts and visors

Mark	App. No./ Date	Reg. No./ Date	Goods/Services
FAJITA CABANA BOWL	76/135,889 09/26/00		Prepared food for consumption on or off the premises, namely, a taco shell filled primarily with meat, rice and beans
FRESHER. FASTER. PINKER.	75/106,378 05/20/96	2,143,348 03/10/98	Restaurant services
FRIO GRANDE	76/119,681 08/30/00		Non-alcoholic beverage
GET REAL	74/249,753 02/26/92	1,797,339 10/05/93	Restaurant services
GET REAL GET TACO CABANA	74/249,851 02/26/92	1,788,181 06/22/93	Restaurant services
JUMBORRITO	76/119,679 08/30/00		Prepared food for consumption on or off the premises, namely, burritos
MOONRISE BREAKFAST	74/322,676 10/13/92	1,812,506 12/21/93	Restaurant services
NA'CHO AVERAGE DEALS	75/687,156 04/20/99	2,382,720 09/05/00	Restaurant services
PINATA BASH	74/322,682 10/13/92	1,824,710 03/01/94	Restaurant services featuring promotional contests
QUESADITA	75/687,231 04/20/99		Prepared food, namely, a mini-quesadilla
RANCHO CABANA	76/119,743 08/30/00		Prepared meal consisting primarily of enchiladas, for consumption on or off the premises
SOMBRERO ROSA	73/624,151 10/03/86	1,440,911 05/26/87	Restaurant services

Mark	App. No./ Date	Reg. No./ Date	Goods/Services
TACO CABANA & DESIGN	73/748,887 08/29/88	1,581,970 02/06/90	Fast food, restaurant services, specializing in Mexican food
TACO CABANA & DESIGN	73/549,949 06/03/85	1,375,263 12/10/85	Fast food restaurant services specializing in Mexican food
THE MEAL IS THE DEAL	75/499,881 06/10/98		Restaurant services
THE ORIGINAL TACO CABANA MEXICAN PATIO CAFÉ & DESIGN	74/238,347 01/17/92	1,726,537 10/20/92	Fast food, restaurant services, specializing in Mexican food

Mark	App. No./ Date	Reg. No./ Date	Goods/Services
THE ORIGINAL TACO CABANA MEXICAN PATIO CAFÉ & DESIGN	74/645,225 03/10/95	1,978,002 06/04/96	Prepared foods in the nature of Mexican cuisine for consumption on or off premises, namely, beef and chicken fajitas; bean and cheese, beef, and cheese nachos; cheese, beef and chicken enchiladas; chicken, beef, fajita, carne quisada, and bean and cheese tacos; beef, chicken, and bean and cheese burritos; chorizo and egg, bacon, sausage, potato, bean and cheese, and barbacoa breakfast tacos; bean and cheese chalupas; pancakes; spanish rice, tortillas, coffee, and tea
THE ORIGINAL TACO CABANA TEX-MEX PATIO CAFÉ & DESIGN	74/680,206 05/26/95	1,978,245 06/04/96	Restaurant services, specializing in Mexican food